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#15

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED

APPLICANT(S): Stouffer, et al.

DOCKET: 8002A-82CON

SEP 02 2004

SERIAL NO.: 10/085,791

GROUP ART UNIT: 2632

OFFICE OF PETITIONS

FILED: February 28, 2002

EXAMINER: Not yet assigned

FOR: PROGRAMMABLE ELECTRONIC DEVICE

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

RENEWED PETITION UNDER 37 C.F.R. § 1.137(b)

Sir:

In response to the decision dismissing the petition under 37 C.F.R. § 1.137(b)
dated July 29, 2004, Applicants submit the following:

1) A Renewed Petition Under 37 C.F.R. § 1.48(a).

Early and favorable consideration of this petition is requested.

08/30/2004 6DIRETA1 00000006 10085791

01 P.O.1450

130.00 CP

Respectfully submitted,

By: Richard D. Ratchford
Richard D. Ratchford Jr.
Reg. No. 53,865
Attorney for Applicants

F. CHAU & ASSOCIATES, LLC
130 Woodbury Rd.
Woodbury, NY 11797
Tel: (516) 692-8888
Fax: (516) 692-8889



UNITED STATES PATENT AND TRADEMARK OFFICE



Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
www.uspto.gov

Paper No. 13

FRANK CHAU , ESQ.
F.CHAU & ASSOCIATES , LLP
1900 HEMPSTEAD TURNPIKE
SUITE 501
EAST MEADOW, NY 11554

COPY MAILED
JUL 29 2004
OFFICE OF PETITIONS

In re Application of :
Stouffer, et al. :
Application No. 10/085,791 :
Filed: February 28, 2002 :
Attorney Docket No. 111483.1060C1 :
:

ON PETITION

This is a decision on the petition under 37 C.F.R. § 1.137(b),
filed April 5, 2004, to revive the above-identified application.

The petition is **dismissed**.

Any request for reconsideration of this decision must be submitted within TWO (2) MONTHS from the mail date of this decision. Extensions of time under 37 CFR 1.136(a) are permitted. The reconsideration request should include a cover letter entitled "Renewed Petition under 37 CFR 1.137(b)."

The above-identified application became abandoned for failure to reply in a timely manner to the Notice to File Missing Parts of Application (Notice) mailed August 27, 2002. The Notice set a period for reply of two (2) months from the mail date of the Notice. No extensions of time under the provisions of 37 CFR 1.136(a) were obtained. Accordingly, the above-identified application became abandoned on October 28, 2002. A Notice of Abandonment was mailed on February 6, 2004.

Effective December 1, 1997, the provisions of 37 CFR 1.137(b) now provide that where the delay in reply was unintentional, a petition may be filed to revive an abandoned application pursuant to 37 CFR 1.137(b). A grantable petition pursuant to 37 CFR 1.137(b) must be accompanied by:

- (1) the required reply, unless previously filed. In a nonprovisional application abandoned for failure to prosecute, the required reply may be met by the filing of a continuing application. In an application, abandoned or lapsed for failure to pay the issue fee or any portion thereof, the required reply must be the payment of the issue fee or any outstanding balance thereof.
- (2) the petition fee as set forth in 37 CFR 1.17(m);
- (3) a statement that the ~~entire~~ delay in filing the required reply from the due date for the reply until the filing of a grantable petition pursuant to 37 CFR 1.137(b) was unintentional. The Commissioner may require additional information where there is a question whether the delay was unintentional; and
- (4) any terminal disclaimer (and fee set forth in 37 CFR 1.20(d)) required pursuant to 37 CFR 1.137(d).

The instant petition does not satisfy requirement (1) above.

The reply submitted in response to the Notice, the petition under 37 CFR 1.48(a), filed April 5, 2004, was dismissed on July 28, 2004. As such, a proper reply to the Notice has not been submitted. Accordingly, the petition must be dismissed.

Further correspondence with respect to this matter should be addressed as follows:

By mail: Mail Stop Petition
Commissioner for Patents
Box 1450
Alexandria, VA 22313

By FAX: (703) 872-9306
Attn: Office of Petitions

By hand: Customer Service Window
2011 South Clark Place
Crystal Plaza Two (left side entrance of building)
Arlington, VA

Telephone inquiries should be directed to the undersigned at
(703) 306-9200.



Edward J. Tannouse
Petitions Attorney
Office of Petitions
United States Patent and Trademark Office



Attorney Docket No. 8002A-82 CON

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Stouffer, et al.

RECEIVED

Serial No.: 10/085,791

SEP 02 2004

Filed: February 28, 2002

OFFICE OF PETITIONS

For: PROGRAMMABLE ELECTRONIC DEVICE

Mail Stop Petition
Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**CERTIFICATE OF MAILING UNDER 37 C.F.R. §1.8(a) ACCOMPANYING A
RENEWED PETITION UNDER 37 C.F.R. §1.137(b) SUBMITTED IN RESPONSE TO
THE DECISION DISMISSING THE PETITION UNDER 37 C.F.R. §1.137(b)**

I hereby certify that the following correspondence is being deposited with the United States Postal Service as first class mail, postpaid in an envelope, addressed to the: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on August 25, 2004.

1. Copy of Decision Dismissing Petition Under 37 C.F.R. §1.137(b);
2. Renewed Petition Under 37 C.F.R. §1.137(b);
3. Copy of Decision Dismissing Petition Under 37 C.F.R. §1.48(a);
4. Renewed Petition Under 37 C.F.R. §1.48(a);
5. Statement Under 37 C.F.R. § 3.73(b);
6. Supplement to Statement Under 37 C.F.R. § 3.73(b)
and accompanying exhibits A-D;
7. Credit Card Payment Form in the amount of \$130.00
(processing fee under 37 C.F.R. §1.17(i)); and
8. Return Postcard

Dated: August 25, 2004

Richard D. Ratchford Jr.
Richard D. Ratchford Jr.

F. CHAU & ASSOCIATES, LLC
130 Woodbury Road
Woodbury, New York 11797
Tel: (516) 692-8888
Fax: (516) 692-8889



#16

PATENT APPLICATION**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT(S): Stouffer, et al.

DOCKET: 8002A-82CON

SERIAL NO.: 10/085,791

GROUP ART UNIT: 2632

FILED: February 28, 2002

EXAMINER: Not yet assigned

FOR: PROGRAMMABLE ELECTRONIC DEVICE

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

RENEWED PETITION UNDER 37 C.F.R. § 1.48(a)

Sir:

In response to the decision dismissing the petition under 37 C.F.R. § 1.48(a) dated July 28, 2004, Applicants submit the following:

- 1) The required processing fee set forth in § 1.17(i); and
- 2) The written consent of the existing assignee of the original named inventors in the form of a Statement Under 37 C.F.R. § 3.73(b).

Early and favorable consideration of this petition is requested.

Assignment date: 09/22/2004 AKELLEY
07/28/2004 SDIRETA1 00000008 10085791
-130.00 0P

Respectfully submitted,

By: Richard D. Ratchford Jr.
Richard D. Ratchford Jr.
Reg. No. 53,865
Attorney for Applicants

F. CHAU & ASSOCIATES, LLC
130 Woodbury Rd.
Woodbury, NY 11797
Tel: (516) 692-8888
Fax: (516) 692-8889



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
www.uspto.gov



Paper No. 12

FRANK CHAU , ESQ.
F.CHAU & ASSOCIATES , LLP
1900 HEMPSTEAD TURNPIKE
SUITE 501
EAST MEADOW, NY 11554

COPY MAILED

JUL 28 2004

OFFICE OF PETITIONS

In re Application of	:	
Stouffer, et al.	:	DECISION DISMISSING
Application No. 10/085,791	:	PETITION UNDER § 1.48(a)
Filed: February 28, 2002	:	
Attorney Docket No. 111483.1060C1	:	

This is in response to the "Amendment And Petition To Delete An Erroneously Named Inventor In An Application Under 37 CFR 1.48(a)," filed April 5, 2004.

The petition is **dismissed**.

Any request for reconsideration of this decision must be submitted within TWO (2) MONTHS from the mail date of this decision. Extensions of time under 37 CFR 1.136(a) are permitted. The reconsideration request should include a cover letter entitled "Renewed Petition under 37 CFR 1.48(a)."

The above-identified application was filed on February 28, 2002. Peter Stouffer, David Rupert, David Showalter, Michael Schroeder, Richard Graham, Mark Cohrs, Ralph Girardin, Joseph Allio, Michael Foy, Steven Schroeder, Anthony Whitehead, Gregg Gagnon, Mark LaPointe and Valeriy Bodrov were named as joint inventors. On August 27, 2002, the Office of Initial Patent Examination mailed "Notice to File Missing Parts of Nonprovisional Application (Notice), that states the signature of inventor Mark LaPointe was missing from the oath or declaration. On April 5, 2004, the instant request under 37 CFR 1.48(a) was filed to correct the inventorship and delete joint inventor, Mark LaPointe.

37 CFR 1.48(a) requires:

- (1) A request to correct the inventorship that sets forth the desired inventorship change;
- (2) A statement from each person being added as an inventor and from each person being deleted as an inventor that the error in inventorship occurred without deceptive intention on his or her part;
- (3) An oath or declaration by the actual inventor or inventors as required by § 1.63 or as permitted by §§ 1.42, 1.43 or § 1.47;
- (4) The processing fee set forth in § 1.17(i); and
- (5) If an assignment has been executed by any of the original named inventors, the written consent of the assignee (see § 3.73(b) of this chapter).

The instant petition does not satisfy requirements (4) and (5) above.

As to item (4):

The required processing fee set forth in § 1.17(i) has not been submitted.

As to Item (5):

The written consent of the existing assignee of the original named inventors has not been submitted.

Accordingly, the petition must be dismissed.

Further correspondence with respect to this matter should be addressed as follows:

By mail: Mail Stop Petition
 Commissioner for Patents
 Box 1450
 Alexandria, VA 22313

By FAX: (703) 872-9306
 Attn: Office of Petitions

By hand: Customer Service Window
2011 South Clark Place
Crystal Plaza Two (left side entrance of building)
Arlington, VA

Telephone inquiries should be directed to the undersigned at
(703) 306-9200.



Edward J. Tannouse
Petitions Attorney
Office of Petitions
United States Patent and Trademark Office



17

PTO/SB/96 (06-04)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Stouffer et al.Application No./Patent No.: 10/085,791 Filed/Issue Date: February 28, 2002Entitled: PROGRAMMABLE ELECTRONIC DEVICEAudiovox Electronics Corp., a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or2. an assignee of less than the entire right, title and interest.The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [X] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Stouffer et al. To: Code Alarm, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: Steven Schroeder To: Code Alarm, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: Richard Graham To: Code Alarm, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

[X] Additional documents in the chain of title are listed on a supplemental sheet.

[X] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Patrick M. Lavelle8/19/04

Date

Printed or Typed Name

Telephone Number

President

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT(S): Stouffer, et al.

DOCKET: 8002A-82CON

SERIAL NO.: 10/085,791

GROUP ART UNIT: 2632

FILED: February 28, 2002

EXAMINER: Not yet assigned

FOR: PROGRAMMABLE ELECTRONIC DEVICE

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

SUPPLEMENT TO STATEMENT UNDER 37 C.F.R. § 3.73(b)

Sir:

As a Supplement to the Statement Under 37 C.F.R. § 3.73(b), Applicants submit the following:

- 1) A copy of an executed Assignment of the above-referenced application for each of the following inventors: Peter Stouffer; David Rupert; David Showalter; Michael Schroeder; Ralph Girardin; Joseph Allio; Michael Foy; Anthony Whitehead; Greg Gagnon; Valeriy Bodrov; and Mark Cohrs, and a Recordation Form Cover Sheet thereof dated stamped March 15, 2002 by the U.S. Patent and Trademark Office (Exhibit A).
- 2) A copy of an executed Assignment of the above-referenced application for the following inventor: Richard Graham, a Recordation Form Cover Sheet thereof, and a postcard date stamped by the U.S. Patent and Trademark Office indicating, upon information and belief, that the Assignment for

Richard Graham and its associated Recordation Form Cover Sheet were received by the U.S. Patent and Trademark Office (Exhibit B).

- 3) A copy of an executed Assignment of the above-referenced application for the following inventor: Steven Schroeder, a Recordation Form Cover Sheet thereof, and a Notice of Recordation indicating that the Assignment had been recorded on Reel: 012664, Frame: 0133 in the U.S. Patent and Trademark Office (Exhibit C).
- 4) A copy of an Intellectual Property Assignment and Assumption Agreement between Code Alarm, Inc. and Code Systems, Inc. (or Audiovox Electronics Corp.), and a Recordation Form Cover Sheet therefore, which was recorded on Reel: 012802, Frame: 0656 in the U.S. Patent and Trademark Office (Exhibit D).

As indicated by Exhibits A-C, the inventors assigned their rights in the above-referenced application to Code Alarm, Inc. As indicated in Exhibit D (page C-1, row 2, under "Not yet assigned"), Code Alarm, Inc. assigned its right in the above-referenced application to Code Systems, Inc. (or Audiovox Electronics Corp.) because the above-referenced application is the continuation of application serial no. 09/907,744.

Accordingly, Applicants assert that they have established a valid chain of title for the above-referenced application.

Early and favorable consideration of this petition is requested.

Respectfully submitted,

By: Richard D. Ratchford,
Richard D. Ratchford Jr.
Reg. No. 53,865
Attorney for Applicants

F. CHAU & ASSOCIATES, LLC
130 Woodbury Rd.
Woodbury, NY 11797
Tel: (516) 692-8888
Fax: (516) 692-8889

RECEIVED

SFP 02 2004

Docket No.: 111483-1060

OFFICE OF PETITIONS
ASSIGNMENT

WHEREAS WE, Peter Stouffer, David Rupert, David Showalter, Michael Schroeder, Richard Graham, Mark Cohrs, Ralph Girardin, Joseph Allio, Michael Foy, Steven Schroeder, Anthony Whitehead, Gregg Gagnon, Mark LaPointe, and Valeriy Bodrov, ("Assignors"), have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled Programmable Electronic Device, executed by us on the date of execution of this document, as shown below, and filed concurrently herewith.

AND WHEREAS, Code Alarm, having an address of 950 E. Whitcomb, Madison Heights, MI 48071-5612, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, We do hereby sell, assign, transfer and set over unto Code Alarm, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, We hereby agree with the said Assignee that We will not execute any writing or do any act whatsoever conflicting with these presents, and that We will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

The undersigned hereby grant the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

AND We request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Code Alarm, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date: _____

Peter Stouffer

STATE OF _____)
) SS:
COUNTY OF _____)

On this 7 day of August, 2001, before me personally appeared Peter Stouffer, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

M. S. JONES AND J. J. HARRIS

KIMBERLY SCHALE
MARY PUBLIC MACOMB CO., MI
COMMISSION EXPIRES Mar 11, 2005

Date: 8-22-01

David Rupert

STATE OF Michigan)
COUNTY OF Macomb)
SS:

On this 22 day of August, 2001, before me personally appeared David Rupert, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

Kimberly Schales
KIMBERLY SCHALES
NOTARY PUBLIC MACOMB CO, MI
MY COMMISSION EXPIRES Mar 11, 2005

My commission expires _____

Date: 9/4/01

David Showalter

STATE OF Michigan)
COUNTY OF Oakland)
SS:

On this 4 day of September, 2001, before me personally appeared David Showalter, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

Kimberly Schales
KIMBERLY SCHALES
NOTARY PUBLIC MACOMB CO, MI
MY COMMISSION EXPIRES Mar 11, 2005

Date: 10-31-01

Michael Schroeder

STATE OF _____
COUNTY OF _____
SS:

On this 31st day of Oct., 2001, before me personally appeared Michael Schroeder, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

Kimberly Schales
KIMBERLY SCHALES
NOTARY PUBLIC MACOMB CO, MI
MY COMMISSION EXPIRES Mar 11, 2005

My commission expires _____

Date: _____

Richard Graham

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2001, before me personally appeared Richard Graham,
to me known to be the person named in and who executed the above instrument, and acknowledged to me that he
executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires

Date: _____

Mark Cohrs

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2001, before me personally appeared Mark Cohrs, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL.

Notary Public

My commission expires

Date: 9/20/01

~~Ralph Gifardin~~

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2001, before me personally appeared Ralph Girardin, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

KIMBERLY SCHALES

KIMBERLY SCHAEFER
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Mar 11, 2005

My commission expires

Date: 9-18-01

Joseph Allio

STATE OF Michigan)
COUNTY OF Macomb) SS:

On this 15th day of September, 2001, before me personally appeared Joseph Allio, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

KIMBERLY SCHALES
ROTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Mar 11, 2005

My commission expires

Date: 8-27-01

Michael Foy

STATE OF Michigan)
COUNTY OF Macomb) SS:

On this _____ day of _____, 2001, before me personally appeared Michael Foy, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

KIMBERLY SCHALEB
NOTARY PUBLIC MACOMB CO., MI
COMMISSION EXPIRES Mar 11, 2005

My commission expires

Date: _____

Steven Schroder

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2001, before me personally appeared Steven Schroder, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires

Date: 10/08/01

Anthony Whitehead

STATE OF Michigan)
COUNTY OF Macomb) SS:

On this 8 day of October, 2001, before me personally appeared Anthony Whitehead, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

S E A L

Notary Public

My commission expires

Kimberly Schales
KIMBERLY SCHALES
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Mar 11, 2005

Date: _____

Gregg Gagnon

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2001, before me personally appeared Gregg Gagnon, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

S E A L

Notary Public

My commission expires _____

Date: _____

Mark LaPointe

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2001, before me personally appeared Mark LaPointe, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

S E A L

Notary Public

My commission expires _____

Date: 1-30-

Anthony Whitehead

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2001, before me personally appeared Anthony Whitehead, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires

Date: 1/30/02

Gregg Gagnon

STATE OF Michigan)
COUNTY OF Macomb) SS:

On this 30 day of January, 2001, before me personally appeared Gregg Gagnon, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth. MARY C. ALMANN

MARY C. ALMANN
Notary Public, Macomb County, MI
My Commission Expires Aug. 9, 2005

SEAL

Notary Public

My commission expires

08-09-2005

Date: _____

Mark LaPointe

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2001, before me personally appeared Mark LaPointe, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires

Valeriy Bodrov

Date: 11/07/01

Valeriy Bodrov

STATE OF Michigan)
COUNTY OF Macomb)
) SS:

On this 7th day of November, 2001, before me personally appeared Valeriy Bodrov, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

Kimberly Schales

S E A L

Notary Public

My commission expires _____

KIMBERLY SCHALES

NOTARY PUBLIC MACOMB CO., MI

MY COMMISSION EXPIRES Mar 11, 2005

Date: 1/25/02

Mark F. Clark

Mark Cohrs

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2002, before me personally appeared Mark Cohrs, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires

03-15-2002

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Form PTO-1595

(Rev. 6-93)

Tab settings ----



102017751

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Peter Stouffer (.077% interest)
 David Rupert (.077% interest)
 David Showalter (.077% interest)
 Michael Schroeder (.077% interest)
 Ralph Giradin (.077% interest)
 Joseph Allio (.077% interest)
 Michael Foy (.077% interest)
 Anthony Whitehead (.077% interest)
 Greg Gagnon (.077% interest)
 Valeriy Bodrov (.077% interest)
 Mark Cohrs (.077% interest)

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 25, 20022/28/02
2. Name and address of receiving party(ies):

Name: CODE ALARM, INC.

Internal Address: _____

Street Address:

950 East Whitcomb, Madison Heights,

1002 U.S. PRO
10/085791

02/28/02

City: Madison Heights State: MI ZIP: 48071Additional name(s) & addresses attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: February 22, 2002

A. Patent Application No.(s)

B. Patent No.(s)

10/085791

Additional numbers attached? Yes No

5. Name and Address of party to whom correspondence concerning document should be mailed:

Name: James M. Singer, Esq.Internal Address: 50th Floor,Street Address: 500 Grant StreetCity: Pittsburgh State: PA ZIP: 15219

03/14/2002 TDIAZ1 00000042 10085791

01 FC:581

40.00 OP

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit Account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James M. Singer
Name of Person Signing

Signature

February 28, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

Form PTO-1595- Recordation Form Cover Sheet

RECEIVE

SEP 02 2004

Docket No.: 111483-1060

~~ASSIGNMENT~~ OFFICE OF PETITIONS

WHEREAS I, Richard Graham, ("Assignor"), an a joint inventor of a certain new and useful invention as set forth in an application for United States Letters Patent, entitled Programmable Electronic Device, which was filed with the United States Patent and Trademark Office on July 19, 2001, and which has a serial number of 09/907,744.

AND WHEREAS, Code Alarm, Inc., having an address of 950 E. Whitcomb, Madison Heights, MI 48071-5612, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto Code Alarm, its legal representatives, successors, and assigns, my entire right, title and interest in and to said invention, including the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, I hereby agree with the said Assignee that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will, at any time upon reasonable request, at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

The undersigned hereby grants the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

AND I request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Code Alarm, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date: 2-12-2002

Richard Graham

STATE OF Mich)
COUNTY OF Macomb)

On this 12 day of Feb., 2002, before me personally appeared Richard Graham, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

KIMBERLY A. TAYLOR
NOTARY PUBLIC, WACOMB CO., MI
MY COMMISSION EXPIRES Mar 11, 2008

SEAL

Notary Public

My commission expires 3/11/05

Tab settings ----

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Richard Graham (.077% interest)

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

 Assignment Merger Security Agreement Change of Name Other _____Execution Date: February 12, 2002

2. Name and address of receiving party(ies):

Name: **CODE ALARM, INC.**

Internal Address: _____

Street Address:

950 East Whitcomb, Madison Heights,City: Madison Heights State: MI ZIP: 48071

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: February 22, 2002

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and Address of party to whom correspondence concerning document should be mailed:

Name: James M. Singer, Esq.Internal Address: 50th Floor,Street Address: 500 Grant StreetCity: Pittsburgh State: PA ZIP: 152196. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit Account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James M. Singer
Name of Person Signing

 Signature

February 28, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

Form PTO-1595- Recordation Form Cover Sheet

✓ DR
3/18/02

In re Application of: Peter Stouffer, et al.
Case Docket No. 111483.1060C1

Atty: J. Singer
Deposited: 2/28/02

To: Assistant Commissioner for Patents
Box New Application
Washington, DC 20231

j1002 U.S. PTO
10/085791

02/28/02

Re: PROGRAMMABLE ELECTRONIC DEVICE
Serial Number: Not yet assigned

Kindly affix hereon the official stamp of the U.S. Patent and Trademark
Office acknowledging receipt of the following:

- New Application Cover Sheet in duplicate (3 pages)
- Patent Application which includes Specification (21 pages),
Claims (3 pages) and Abstract (1 page)
- Two (2) Declaration and Power of Attorney Documents
- Formal Drawings (7 Sheets)
- Preliminary Amendment under 37 C.F.R. §1.115
- Three (3) Assignment Documents
- Four (4) Checks in the amount of \$370.00, \$40, \$40 and \$40

DATE RECEIVED: _____

EXPRESS MAIL#ET719617902US

RECEIVED

SEP 02 2004

Docket No.: 111483-1060

OFFICE OF PETITIONS
ASSIGNMENT

WHEREAS I, Steven Schroeder, ("Assignor"), an joint inventor of a certain new and useful invention as set forth in an application for United States Letters Patent, entitled Programmable Electronic Device, which was filed with the United States Patent and Trademark Office on July 19, 2001, and which has a serial number of 09/907,744.

AND WHEREAS, Code Alarm, Inc., having an address of 950 E. Whitcomb, Madison Heights, MI 48071-5612, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

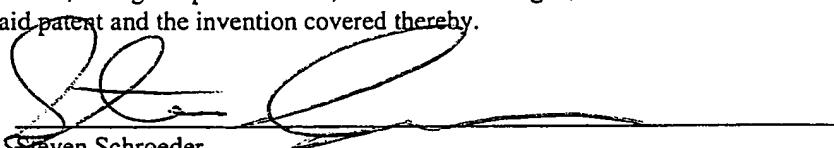
NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto Code Alarm, its legal representatives, successors, and assigns, my entire right, title and interest in and to said invention, including the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, I hereby agree with the said Assignee that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will, at any time upon reasonable request, at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

The undersigned hereby grants the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

AND I request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Code Alarm, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date: 2/13/02


Steven Schroeder

STATE OF Michigan)
COUNTY OF Macomb)
) SS:

On this 13 day of February, 2002, before me personally appeared Richard Graham,
to me known to be the person named in and who executed the above instrument, and acknowledged to me that he
executed the same for the uses and purposes therein set forth.

SEAL

ALBERTY SCHROEDER
NOTARY PUBLIC MACOMB CO., MI
NOTARY PUBLIC COMMISSION EXPIRES MAY 11, 2005
Notary Public Seal

My commission expires 3/11/05

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Steven Schroeder (.077% Interest)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: CODE ALARM, INC.

Internal Address: _____

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 13, 2002

Street Address:

950 East Whitcomb, Madison Heights,

City: Madison Heights State: MI ZIP: 48071Additional name(s) & addresses attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: February 22, 2002

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and Address of party to whom correspondence concerning document should be mailed:

Name: James M. Singer, Esq.Internal Address: 50th Floor,Street Address: 500 Grant StreetCity: Pittsburgh State: PA ZIP: 152196. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit Account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

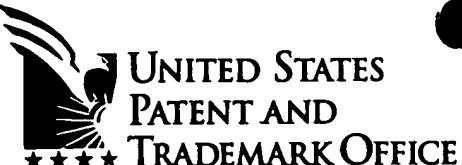
James M. Singer
Name of Person Signing

 Signature

February 13, 2002
 Date
Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

Form PTO-1595- Recordation Form Cover Sheet



MAY 07, 2002

PTAS

Commissioner for Trademarks
Arlington, VA 22202-3513
www.uspto.gov

JAMES M. SINGER, ESQ.
500 GRANT STREET
50TH FLOOR
PITTSBURGH, PA 15219



102017744A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/28/2002

REEL/FRAME: 012664/0133

NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
SCHROEDER, STEVEN (.077% INTEREST) DOC DATE: 02/13/2002

ASSIGNEE:
CODE ALARM, INC.
950 EAST WHITCOMB, MADISON HEIGHTS
MADISON HEIGHTS, MICHIGAN 48071

SERIAL NUMBER: 10085791
PATENT NUMBER:

FILING DATE: 02/28/2002
ISSUE DATE:

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

SEP 02 2004

OFFICE OF PETITIONS

**FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION
AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is effective on the 15th day of March, 2002 by and between Code-Alarm, Inc., a Michigan corporation ("Assignor"), and Code Systems, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement of even date herewith by and among Assignor and Assignee ("Purchase Agreement"), Assignee has agreed to purchase substantially all of the assets of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below) that are Purchased Assets (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all United States and foreign registered copyrights, copyright applications, and unregistered copyrights, including, without limitation, the registrations and applications set forth on Exhibit C.

"Intellectual Property" means Patents, Trademarks, and Copyrights.

"Patents" mean all letters patent and pending applications for patents of the United States and all countries foreign thereto owned by Assignor, including regional patents, certificates of invention and utility models, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto that have been conceived and reduced to practice as of the date of this Assignment, and all reissues, divisions, continuations and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit A.

"Trademarks" means all United States and foreign registered trademarks and service marks, the domain name, www.codl.com, and all trademark and service mark applications, unregistered trademarks and service marks, including, without limitation, the trademarks and service marks, set forth on Exhibit B.

✓
ALS

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Copyrights to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute a Retained Liability (as defined in the Purchase Agreement).

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

5. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Trademarks to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute a Retained Liability (as defined in the Purchase Agreement).

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

PATENTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein; the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

8. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Patents to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

9. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

GENERAL

10. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

11. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

12. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Michigan, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

13. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

14. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

To Assignor: **Code-Alarm, Inc.
1000 E. Whitcomb
Madison Heights, MI 48071
Attention: Chief Executive Officer
Telecopy No.: 248-585-4799**

with a copy to: **Pegasus Investors
99 River Road
Cos Cobs, CT 06807
Telecopy No.: 203-869-6940
Telephone No.: 203-869-4400;**

with a copy to its counsel: **Pepper Hamilton LLP
3000 Two Logan Square
18th & Arch Streets
Philadelphia, PA 19103-2799
Attn: James D. Epstein, Esquire
Fax: 215-981-4750
Phone: 215-981-4000**

To Assignee: **Code Systems, Inc. (or Audiovox Electronics Corp.)
150 Marcus Blvd.
Hauppauge, New York 11788
Attention: Charles M. Stoehr
Fax: 631-231-1370
Phone: 631-436-6505**

with a copy to its counsel: **Levy & Stopol, LLP
190 EAB Plaza
East Tower, 14th Fl.
Uniondale, New York 11556-0190
Fax.: 516-802-7008
Phone.: 516-802-7007**

15. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **Headings.** All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be
duly executed on the day and year first above written.

CODE-ALARM, INC.

By: 

Name: Peter Stouffer

Title: President

CODE SYSTEMS, INC.

By: 

Name: Charles M. Stoehr

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF New York

: ss.

COUNTY OF Nassau

:

Peter Stoerffer, being duly sworn, says that he/she is the President of Code-Alarm, Inc., a Michigan corporation, and acknowledges that he/she did sign the Intellectual Property Assignment and Assumption Agreement on behalf of Code-Alarm, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 15th day
of March, 2002

Mary Ann Schroder

Notary Public

My commission expires: 6/30/02 (SEAL)

MARY ANN SCHRODER
Notary Public, State of New York
Registration No. 01SC4724334
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 30, 2002

ACKNOWLEDGMENT

ACKNOWLEDGMENT
STATE OF NEW YORK

COUNTY OF NASSAU

:
: ss.
:

Charles M. Stodder, being duly sworn, says that he/she is the CFO of Code Systems, Inc., a Delaware corporation, and acknowledges that he/she did sign the Intellectual Property Assignment and Assumption Agreement on behalf of Code Systems, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 15th day
of June, 20002

Mary Ann Schröder
Notary Public

My commission expires: 6/30/02

(SEAL)

MARY ANN SCHRODER
Notary Public, State of New York
Registration No. 01SC4724334
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 30, 2002

EXHIBIT A

PATENTS

Application or Registration No.	Status	Title	Application Date	Earliest Priority Date
09/907,744	Pending application	Programmable Electronic Device	7/19/2001	7/19/2001
Not yet assigned	Pending application – continuation of 09/907,744	Programmable Electronic Device	2/28/2002	7/19/2001
08/068,026	Abandoned application	Vehicle Security System	5/20/1993	5/20/1993
5,805,056	Patent issued 9/8/1998	Vehicle Security System	4/3/1996	5/20/1993
5,905,431	Patent issued 5/18/1999	Vehicle Security System	2/18/1998	5/20/1993
6,140,914	Patent issued 10/31/2000	Vehicle Security System	2/19/1998	5/20/1993
09/625,591	Application abandoned effective 12/5/2001	Vehicle Security System	7/26/2000	5/20/1993
09/693,309	Abandoned effective 12/25/2001	Vehicle Security System	10/20/2000	5/20/1993
09/268,098	Pending application	Vehicle Security System	3/13/1999	3/13/1999
6,288,635	Patent issued 9/11/2001	Vehicle Security System	1/5/1999	1/5/1999
09/853,678	Pending application	Vehicle Security System	5/14/2001	1/5/1999
5,334,969	Patent issued 8/2/1994	Vehicle Security System with Controller Proximity Sensor	6/30/92	6/30/92
5,563,600	Patent issued 10/8/1996	Data Transmission for Remote Controlled Security System	6/22/1994	6/22/1994
6,043,734	Patent issued 3/28/2000	Optical Shock Sensor	10/14/1998	10/14/1998
D407,034	Patent issued 3/23/1999	Optical Shock Sensor	5/1/1998	5/1/1998
5,543,778	Patent issued 7/6/1996	Security System	5/6/1996	5/6/1996
4,333,074	Patent issued 6/1/1982	Security System	5/5/1980	5/7/1979

EXHIBIT B

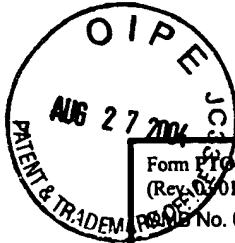
U.S. FEDERAL AND STATE TRADEMARKS

Mark	Original Registration Date-Status	Owner of Record	Reg. #
CODE ALARM & DESIGN	Registered 4/20/99	Code Alarm, Inc.	2,240,294
CODE ALARM	Registered 4/20/99	Code Alarm, Inc.	2,240,293
CODE-ALARM	Registered 6/15/99	Code-Alarm, Inc.	2,252,569
PRO	Registered 6/22/99	Code Alarm, Inc.	2,254,844
IR-S	Registered 6/22/99	Code Alarm, Inc.	2,555,022
SURESTART	Registered 7/13/99	Code Alarm, Inc.	2,260,511
MAX-RANGE	Registered 7/13/99	Code Alarm, Inc.	2,260,512
IT-S	Registered 7/18/00	Code Alarm, Inc.	2,369,274
REAL-PANIC	Registered 3/27/01	Code- Alarm, Inc.	2,439,311
SECURE-TECH	Pending	Code-Alarm, Inc.	Serial No. 75-625225
IT-S	Pending	Code-Alarm, Inc.	Serial No. 75-693511
TECHNOLOGY THAT TALKS TO CARS AND TRUCKS	Pending	Code-Alarm, Inc.	Serial No. 75-873321
POWERCODE	Pending	Code-Alarm, Inc.	Serial No. 75-936886
POWERCODE TECHNOLOGY	Pending	Code-Alarm, Inc.	Serial No. 76-015433
POWERTOOLS	Pending	Code-Alarm, Inc.	Serial No. 76-025890
POWERTOOLS & DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-078501
POWER ELITE & DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-078551
REMOTE VEHICLE CONTROL SYSTEM	Pending	Code-Alarm, Inc.	Serial No. 76-078567
POWERCODE TECHNOLOGY & DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-079877
ON TRACK	Pending	Code-Alarm, Inc.	Serial No. 76-079878
HIBERNATION SLEEP MODE	Pending	Code-Alarm, Inc.	Serial No. 76-079879
MISCELLANEOUS DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-079881
REMOTE START VIRTUAL MEMORY	Pending	Code-Alarm, Inc.	Serial No. 76-079884
REMOTESIMPLE (STYLIZED)	Pending	Code-Alarm, Inc.	Serial No. 76-099060
LITE TOUCH	Pending	Code-Alarm, Inc.	Serial No. 76-136925
CODEWARE	Pending	Code-Alarm, Inc.	Serial No. 76-145942
SMART CARS FOR SMART DRIVERS	Pending	Code-Alarm, Inc.	Serial No. 76-188912
GUIDEPOINT SYSTEMS	Pending	Code-Alarm, Inc.	Serial No. 76-188911
FIND WITH PROGRESSIVE SOUND	Pending	Code-Alarm, Inc.	Serial No. 76-272468
ELITE	Pending – Petition to Revive filed due to lack of receipt of communication from PTO	Code-Alarm, Inc.	Serial No. 76-082661

Assignee is also transferring all of its right, title and interest in the following domain name:
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None.



Form PTO-1595
(Rev. 03/01)

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1. Name of conveying party(ies):

CODE-ALARM, INC.
1000 E. Whitcomb
Madison Heights, MI 48071

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 3/15/2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/907,744;
09/625,591; 09/693,309; 09/268,098

B. Patent No.(s) 5,805,056;
5,905,431; 6,140,914; 6,288,635

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LARRY N. STOPOL, ESQ.

Internal Address: LEVY & STOPOL, LLP

Street Address: EAST TOWER, 14TH FLOOR

190 EAB PLAZA

City: UNIONDALE State: NY Zip: 11556-0190

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41). \$ 680.00

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